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Attorneys for Defendant  
VITUS ENERGY, LLC

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MESA ENVIRONMENTAL  
SERVICES, INC., a California  
corporation,

Plaintiff,

vs.

VITUS ENERGY, LLC, an Alaska  
Limited Liability Company, *in*  
*personam*; and The Vessel "HANNAH  
2801," a Commercial Tank Barge, U.S.  
Official No. 630013, and all of Her  
Engines, Tackle, Accessories,  
Equipment, Furnishings and  
Appurtenances, *in rem*,

Defendants.

Case No. **2:17-cv-02022-SJO-FFM**

**STIPULATION TO DISMISS IN REM  
CLAIM, TO TRANSFER VENUE TO  
THE DISTRICT OF ALASKA, AND TO  
SUBMIT TO PERSONAL  
JURISDICTION**

Assigned to The Honorable S. James Otero  
Court Room No. 10C

([Proposed] Order Filed Concurrently)

1 This Stipulation is entered by and between plaintiff Mesa Environmental  
2 Services, Inc. ("Mesa"), on the one hand, and defendant Vitus Energy, LLC  
3 ("Vitus"), on the other hand (collectively, the "Parties"), with reference to the  
4 following facts or statements regarding this action:

5 1. On March 14, 2017, Mesa filed the Complaint in this action, including  
6 an *In Personam* claim against Vitus, and an *In Rem* claim against the "Hannah  
7 2801," and all of Her Engines, Tackle, Accessories, Equipment, Furnishings And  
8 Appurtenances (the "Hannah"). At all times relevant to Mesa's allegations in the  
9 Complaint, Vitus was the demise charterer and sole operator of the Hannah.

10 2. Mesa agrees to dismiss with prejudice the *In Rem* claim against the  
11 Hannah, each party to bear its own attorney fees and costs.

12 3. Mesa agrees to transfer venue of the *In Personam* claim against Vitus to  
13 the District of Alaska.

14 4. Vitus agrees to submit to personal jurisdiction in the District of Alaska  
15 and, as security for the *In Personam* claim, to tender a cashier's check to the Clerk of  
16 the U.S. District Court for the Central District of California in the amount of three  
17 hundred and fifty thousand dollars (\$350,000.00).

18 5. The District of Alaska has personal jurisdiction over Vitus because  
19 Vitus is an Alaska Limited Liability Company doing business in Alaska with its  
20 principal place of business in Alaska.

21 6. Federal Subject Matter Jurisdiction exists because the claims alleged by  
22 Mesa are admiralty and maritime claims within the meaning of Rule 9(h) of the  
23 Federal Rules of Civil Procedure, and the Supplemental Rules for Certain Admiralty  
24 Claims, over which this Court has jurisdiction pursuant to Article III, Section 2 of the  
25 U.S. Constitution and 28 U.S.C. §1333(1). Federal subject matter jurisdiction may  
26 further be exercised pursuant to the Federal Maritime Lien Act, 46 U.S.C. §§ 31301,  
27 *et. seq.*  
28

7. All signatories listed below, and on whose behalf the filing is submitted, concur in this filing's content and have authorized this filing.

NOW, THEREFORE, SUBJECT TO THE APPROVAL OF THE COURT, IT IS HEREBY AGREED THAT:

1. Vitus agrees to tender a cashier's check to the Clerk of the U.S. District Court for the Central District of California in the amount of three hundred and fifty thousand dollars (\$350,000.00) promptly upon the filing of this Stipulation. Said funds shall be held by the Court as security for any judgment, including any award of attorneys' fees and costs, rendered in favor of Mesa.
2. Mesa agrees to dismiss with prejudice the *In Rem* claim against the Hannah, each party to bear its own attorney fees and costs, promptly upon tender of that said cashier's check for deposit to the Registry of the Court.
3. Vitus and Mesa stipulate to transfer the venue of the *In Personam* claim against Vitus to the District of Alaska.
4. Vitus shall submit to the specific jurisdiction of the District of Alaska on all matters relating to or arising out of the Complaint in this action.

DATED: May 15, 2017

DAVIS WRIGHT TREMAINE LLP

By: /s/ Scott Commerson  
 SCOTT COMMERSON  
 Attorneys for VITUS ENERGY, LLC,  
 THE VESSEL "HANNAH 2801"

DATED: May 15, 2017

WEIL & ASSOCIATES

By: /s/ David Weil  
 DAVID WEIL  
 Attorneys for Plaintiff  
 MESA ENVIRONMENTAL  
 SERVICES, INC.

Certification of Attorneys

This stipulation has been examined pursuant to L.R. 65-3 and is recommended for approval. It is not required by law to be approved by a judge. *See* Fed. R. Civ. Pro. E(5)(a) ("the giving of security, to be approved by the court or clerk").

DATED: May 15, 2017

DAVIS WRIGHT TREMAINE LLP

By: /s/ Scott Commerson  
SCOTT COMMERSON  
Attorneys for VITUS ENERGY, LLC,  
THE VESSEL "HANNAH 2801"

WEIL & ASSOCIATES

By: /s/ David Weil  
DAVID WEIL  
Attorneys for Plaintiff  
MESA ENVIRONMENTAL SERVICES,  
INC.